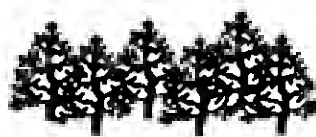
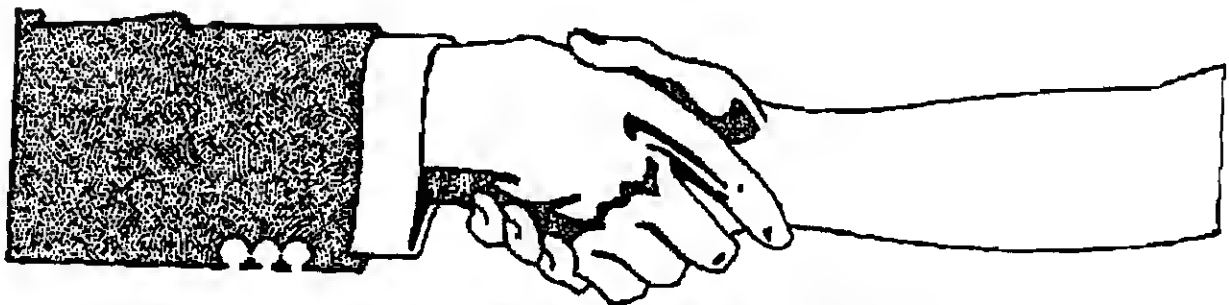


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Agreement

1992 - 1995

between
THE BOARD OF TRUSTEES
of
GLOUCESTER COUNTY COLLEGE
and the paraprofessional
members of THE GLOUCESTER COUNTY COLLEGE
FEDERATION OF TEACHERS
WHICH IS AFFILIATED WITH
AFT, AFL-CIO



Gloucester
County College

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1 Personnel

2 Community Services

3 Health Services

4 Tutorial Services

5 and all other non-paraprofessional personnel. Newly hired
6 paraprofessionals in areas other than those enumerated above
7 will not be specifically included in, or excluded from, the
8 bargaining unit. Such new positions will be dealt with on a
9 case by case basis. To the extent required by statutes, there
10 shall be no discrimination by either the Board or the
11 Federation based on age, sex, race, color, creed, religion,
12 handicaps, national origin, or political affiliation.

13 1.2 Contrary to Law

14 If any provision of this agreement or any application of the
15 Agreement to any unit member or group of unit members shall be
16 found contrary to law, then such provision or application
17 shall be void, but all other provisions or applications of
18 this agreement shall continue in full force and effect.

19 1.3 Amendment

20 Should the parties agree to an amendment of this Agreement
21 such amendment shall be reduced to writing, submitted to
22 ratification procedures of the Board and the Federation, and
23 if ratified, become part of the Agreement.

24
25 1.4 Released Time for Negotiations

26 When mutually determined negotiating meetings are planned

1 during the working day, one member of the bargaining unit will
2 be granted released time.

3 1.5 Budget Information

4 The Board will make available to the Federation upon written
5 request:

6 (1) The number of paraprofessionals within the unit and their
7 respective titles and salaries.

8 (2) Other reports within the public domain.

9 1.6 Selection of Negotiators

10 Neither party in any negotiations shall have any control over
11 the selection of the negotiating representatives of the other
12 party. Maximum size of each negotiating team at any one
13 session shall not exceed four (4) in number. The parties
14 mutually pledge that their representatives shall be clothed
15 with all necessary power and authority to make and consider
16 proposals and make counter proposals.

17 1.7 Copies of Agreement

18 Copies of this agreement shall be reproduced by the Board and
19 distributed to all members of the paraprofessional unit now
20 employed, upon notice of appointment for the duration of this
21 agreement. The Board will supply ten (10) copies to the
22 Federation. Candidates for employment who have been offered
23 a position by the Board will be furnished a copy of the
24 Agreement between the College and the Paraprofessional Unit
25 along with their contract of employment.

1 1.8 Continuing Consultation

2 The Paraprofessionals Group will meet with the President
3 and appropriate administrators, once a year, to discuss
4 administration of this Agreement and/or concerns of mutual
5 interest.

ARTICLE II

Rights of Parties

2.1 Right to Organize

Nothing contained herein shall be construed to deny or restrict the rights of these employees under the New Jersey Statutes Annotated, Title 18A or other applicable laws and regulations. The rights granted and duties inferred herein shall be deemed to be in addition to those provided elsewhere. However, the Board retains all rights not specifically conferred upon the Federation.

2.2 Right to Negotiate

Unit members as described in Article I have the right freely to organize, join and support the Federation for the purpose of engaging in collective negotiation and other concerted activities for mutual aid and protection or to refrain from same.

2.3 Board's Authority

The Board hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the laws and the Constitution of the State of New Jersey and of the United States.

1 3.3 Overtime

2 All work required in excess of thirty-five (35) hours and
3 through forty (40) hours in the work week shall be paid at the
4 regular straight time rate.

5 All work required in excess of forty (40) hours per work week
6 shall be paid at one and one-half (1 1/2) times the regular
7 straight time rate.

8 All work required on Board approved holidays shall be paid at
9 two and one-half (2 1/2) times the regular straight time rate.

10 If overtime is required, the administration will endeavor to
11 give twenty-four (24) hours advance notice of overtime
12 requirements. However, such notice shall be at least four (4)
13 hours prior to the commencement of any overtime requirement
14 unless agreed to by the employee.

15 3.4 Job Descriptions

16 All members of the bargaining unit shall have a current job
17 description. If a change in the terms and conditions of
18 employment of a unit member is proposed, or if a reduction in
19 force is proposed, the Federation shall be notified and shall
20 have the opportunity to negotiate concerning such changes or
21 impact in accordance with Chapter 123, Public Laws of New
22 Jersey, 1974.

23 3.5 Off-Campus Activities

24 (a) Off campus business shall be defined as an activity,
25 approved by the President or his designee, which requires a
26 unit member to leave campus.

1 (b) If a unit member is required or received approval to make
2 a trip on college business, the unit member shall be
3 reimbursed for the most convenient and economical mode of
4 transportation or at the specified auto mileage reimbursement
5 rate.

6 (c) A unit member will be compensated at twenty-two (22)
7 cents per mile for travel to and from off-campus assignments
8 in excess of the mileage required for a round trip to the
9 college from his/her home.

10 3.6 Meal Allowance

11 Unit members who have completed a regular work day and are
12 required to return to work for an evening assignment will be
13 entitled to a \$7.50 dinner allowance.
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ARTICLE IV

Personnel Files

4.1 (a) The College shall maintain a personnel file on each employee which shall include, but not be limited to, the following:

1. Personnel information;
2. Information relating to the employee's accomplishments submitted by the employee or placed in the file at his request;
3. Records generated by the College;
4. Job description; and
5. Information indicating special achievements, research, performance and contributions.

(b) The employee may, upon request, examine the individual personnel file referred to in 4.1 (a) and photocopy material therein, within five (5) working days of the initial request, at a time mutually convenient to the administrator in charge and the unit member.

(c) All material requested by the College or supplied by the employee in connection with the employee's original employment shall be maintained in a confidential pre-employment file, which shall not be available for examination by the employee.

(d) The administrator in charge will be responsible for the safekeeping of the personnel files.

(e) Unit members shall be shown material to be placed in their file and shall acknowledge by signature having seen

1 same. Such acknowledgment shall not necessarily indicate
2 agreement with the material. Unit members shall have the
3 right to respond to any material placed in the file within
4 thirty (30) days after reviewing such material. Material not
5 so treated shall be removed from the file at the unit member's
6 request, or it shall have no force or effect.

7 (f) Material not in the file may not be used against the
8 employee.

9 (g) Personnel files will be available to the appropriate
10 administrative personnel and Board members when matters of
11 promotion, retention and performance are under discussion.

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1 6.5 Retiree Coverage

2 All unit members and his/her spouse covered by this Agreement
3 on their retirement from the College shall be eligible for all
4 health insurance coverage currently in force at the unit
5 member's (or spouse's) expense and at no cost to the College.
6 In addition, effective July 1, 1987 future retirees (as
7 defined in Article XII) shall be provided insurance coverage
8 at the Board of Trustees expense, as stated hereinafter. Such
9 retirement benefit shall be operative with the effective date
10 of reception of N.J. retirement pension benefits or TIAA/CREF
11 using the same standards.

12 (a) July 1, 1987 - single coverage basic health insurance.

13 (b) July 1, 1987 - single coverage prescription insurance.

14 (c) July 1, 1988 - single coverage dental insurance.

15 (d) July 1, 1990 - retiree and spousal coverage for basic
16 health insurance, prescription and dental.

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1 (b) It is agreed by the parties to this Agreement that the
2 Board shall have no other obligation or liability, financial
3 or otherwise, (other than set forth herein) because of actions
4 arising out of the understandings expressed in the language of
5 this Article. It is further understood that once the funds
6 deducted are remitted to the Federation, the disposition of
7 such funds thereafter shall be the sole and exclusive
8 obligation and responsibility of the Federation.

9 (c) The Federation agrees that it has established or will
10 establish a procedure by which a non-member employee in the
11 unit can challenge the representation fee in accordance with
12 N.J.S.A. 34: 13A-5.6. In the event that a challenge is filed,
13 the deductions of the representation fee shall be held in
14 escrow by the Board pending a final resolution of the
15 challenge.

16 (d) The Federation shall indemnify and save the Board (and
17 College) harmless against any and all claims, demands, suits
18 or other forms of liability including reasonable legal and/or
19 representation fees resulting from any of the provisions of
20 this Article or in reliance on any list, notice or assignment
21 furnished under this Article.

1 ARTICLE VIII

2 Paid Leaves of Absence

3 8.1 Sick Leave

4 Employees shall receive twelve (12) days sick leave per year
5 accumulative, i.e., one (1) day per month.

6 Sick leave is subject to medical verification if requested by
7 the supervisor.

8 Sick leave will be credited to the employee on a pro-rated
9 basis from the time of employment for those starting other
10 than the start of the College fiscal year.

11 8.2 Bereavement

12 (a) A paid bereavement leave of four (4) days maximum will be
13 allowed for each death in the immediate family. Family
14 shall mean: father, mother, siblings, wife, husband,
15 children, step-children, grandchildren, mother-in-law and
16 father-in-law. Additional leave may be granted at the
17 discretion of the President.

18 (b) In the event of the death of a member of his family other
19 than those previously listed, a unit member shall be
20 entitled to one (1) full day to attend the funeral.

21 8.3 Personal Leave

22 Employees may be granted one (1) day personal leave with
23 pay for bona fide personal business which cannot be handled
24 outside of regular working hours, such as:

25 (a) Real estate closing.

1 (b) Marriage of the unit member or a member of his/her
2 immediate family.

3 (c) Graduation of a member of the immediate family.

4 (d) Required appearance in court wherein the employee is not
5 party and suit with the College.

6 (e) In cases where there is a life threatening illness of a
7 unit member's spouse or child a maximum of three (3)
8 personal days may be utilized provided such illness is
9 certified by an attending physician and further provided
10 that the unit member has unused personal leave days from
11 the prior three years.

12 Request for such leave shall be in writing not less than five
13 (5) days in advance, except in the case of an emergency. In
14 a personal emergency situation the employee shall notify the
15 Supervisor as soon as possible.
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1 9.6 Continuation of Benefits

2 If legal, and subject to the benefit plan, the Board shall
3 permit unit members on unpaid leaves of absence to continue
4 any and all benefits at their own expense.

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1 (c) Nothing herein precludes approval by the President or his
2 designee of beneficial undergraduate courses.

3 10.4 Parking

4 Unit members may use designated reserved Faculty/Staff parking
5 area.

6 10.5 Privileges During Leave

7 All privileges in Article 10 are continued in force during
8 periods of both approved paid and unpaid leaves.

1 ARTICLE XI

2 Vacation for Twelve Month Employees

3 11.1 Vacation

4 Each employee shall have a vacation of fifteen (15) working
5 days per year of vacation for the first three years of
6 completed employment. Vacation entitlement thereafter shall
7 be:

8 After 3 completed years of service 17 days

9 After 6 completed years of service 18 days

10 After 10 completed years of service 19 days

11 After 12 completed years of service 20 days

12 After 14 completed years of service 21 days

13 Vacation days are earned pro rata for each month of
14 employment. Vacation time may be carried into the subsequent
15 year except that no more than ten (10) days may be carried
16 beyond October 15th of such subsequent year.

17 11.2 Vacation Schedule

18 An employee's preference as to the period during which
19 vacation is desired to be taken shall be given full
20 consideration, but it must be recognized that vacations must
21 be taken at such times as are consistent with the best
22 interests of the college.

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1 disposition of the grievance in writing within one week
2 of said meeting.

3 (d) If the Grievant is not satisfied with the disposition of
4 the grievance by the President or his designee or if no
5 disposition has been made within the time limits in
6 paragraph (c), the grievance shall be transmitted to the
7 Board of Trustees by the Grievant by filing a written
8 copy thereof with the Secretary of said Board. The Board
9 shall, within five calendar weeks of the date of filing,
10 either allow the grievance or hold a hearing on the
11 grievance. No later than one calendar week thereafter,
12 the Board of Trustees shall indicate its disposition of
13 the grievance, in writing, to the Federation. A
14 grievance based on lack of contract offer by the Board of
15 Trustees for unit members shall be handled per Article V,
16 Section 5.1.

17 (e) If the Federation is not satisfied with the disposition
18 of the grievance by the Board of Trustees, or if no
19 disposition has been made within the period provided in
20 paragraph (d), the grievance may be submitted to
21 arbitration before an impartial arbitrator. If the
22 parties cannot agree on an arbitrator, he shall be
23 selected pursuant to the rules and procedure of the
24 American Arbitration Association, whose rules shall
25 likewise govern the arbitration proceeding. Neither the
26 Board nor the Federation shall be permitted to assert in

1 such arbitration proceeding any ground or to rely on any
2 evidence not previously disclosed to the other party. No
3 more than one (1) substantive issue may be submitted to
4 the arbitrator in a case unless otherwise agreed to in
5 writing by both parties. The arbitrator shall submit a
6 written decision within thirty (30) days of the hearing
7 setting forth his findings of fact, reasoning and
8 conclusions on the issue submitted. The arbitrator shall
9 have no power to alter, add to or subtract from the terms
10 of the Agreement. Both parties agree to be bound by the
11 decision of the arbitrator.

12 (f) Subject to (g) infra, the fees and expenses of the
13 arbitrator shall be shared equally by the parties.

14 (g) No reprisals of any kind shall be taken against any unit
15 member for participating in any grievance. If any unit
16 member for whom a grievance is filed, processed or
17 sustained shall be found to have been unjustly
18 discharged, he shall be restored to his or her former
19 position with full reimbursement of all compensation
20 lost, and in addition the Board shall pay the entire cost
21 of fees and expenses of the arbitrator. However, if the
22 discharge is found to have been justified, the Federation
23 shall pay the entire cost of fees and expenses of the
24 arbitration.

25 (h) The number of days indicated at each level should be
26 considered as maximum and every effort should be made to

1 expedite the process. However, the time limits may be
2 extended by mutual consent.

3 (i) All documents, communications and records dealing with
4 grievances shall be filed separately from the personnel
5 file of the participants.

6 (j) It is agreed that each party shall furnish the other with
7 any information in its possession necessary for the
8 processing of any grievance or complaint.

9 (k) If a unit member or a supervisor has a matter which
10 he wishes to discuss with the other, he is free to do so
11 without recourse to the grievance procedure.

12 (l) No grievance shall be adjusted without prior notification
13 to the Federation and an opportunity for a Federation
14 representative to be present, nor shall any adjustment of
15 a grievance be inconsistent with the terms of this
16 Agreement.

17 (m) A grievance may be withdrawn at any level.
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1 13.2 Formal Grievance Procedure Form

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3 NAME _____

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5 POSITION _____

6
7 DATE OF GRIEVANCE _____

8
9 DATE OF FILING _____

10
11 NATURE OF GRIEVANCE:

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16 PREVIOUS ACTION, IF ANY, TAKEN BY GRIEVANT:

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21 SIGNATURE _____

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2 DATE RECEIVED BY PRESIDENT _____

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5 DATE OF MEETING WITH GRIEVANT _____

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7 DISPOSITION:
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12 DATE: _____ SIGNATURE _____

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14 DATE RECEIVED BY SECRETARY OF BOARD OF TRUSTEES _____

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16 DATE GRIEVANCE ALLOWED _____

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18 DATE OF HEARING _____

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20 DISPOSITION:
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25 DATE: _____ SIGNATURE _____
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1 ARTICLE XIV

2 Duration of Agreement

3 14.1 This Agreement incorporates the entire understanding of the
4 parties on all matters which were or could have been the
5 subject of negotiation and supersedes each and every provision
6 of all prior contracts between the parties. Except as
7 specified, neither party shall be required to negotiate with
8 respect to any such matter whether or not covered by this
9 Agreement and whether or not within the knowledge or
10 contemplation of either or both of the parties at the time
11 they negotiated or executed this Agreement.

12 14.2 This Agreement shall be effective starting July 1, 1992
13 through June 30, 1995 subject to the following:

14 (a) During the month of October 1994 either party may notify
15 the other in writing of its desire to reopen the
16 Agreement for negotiations for the subsequent year.
17 Within thirty days of such notice, the duly authorized
18 representatives designated by the parties will meet.

19 (b) Each unit member shall receive the following salary
20 increases: 5% in 1992/93; 6% in 1993/94; and 7% in
21 1994/95.

22
23 14.3 At the conclusion of said period, this Agreement shall
24 continue from year to year thereafter unless either party
25 shall give written notice to the other of its intention to
26 terminate, modify, or supplement this Agreement.

1 by Kenneth + D. Hughes
2 Chairperson, Board of Trustees

by David R. Jorj
Federation President

6
7 by Thomas J. Deo
8 Secretary, Board of Trustees

by Thomas J. Deo
Federation Representative

10
11
12 5/6/92
13 Dated

1 APPENDIX A

2 GLOUCESTER COUNTY COLLEGE

3 SALARY SCHEDULE

4 1992-95

5 PARAPROFESSIONALS

6 TWELVE MONTH EMPLOYEES

7

8		<u>1992-93</u>	<u>1993-94</u>	<u>1994-95</u>
9		<u>Minimum</u>	<u>Minimum</u>	<u>Minimum</u>
10	Library Technician	\$18,481	\$19,035	\$19,701
11	Media Technician	17,545	18,071	18,703
12	Computer Instruction Lab	18,131	18,675	19,329
13	Technician			
14				
15				
16	Financial Aid Technician	18,131	18,675	19,329

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